

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

YODLE, INC., :
v. : CIVIL ACTION
Plaintiff, : No. 09-CV-05966
v. :
RONALD POUSSON, LOCAL :
INTERNET DOCTORS, INC., :
FRANK NORRIS, DANIEL :
MOUSSETIS, and CHRISTOPHER :
ESGRO, :
Defendants. :

CONSENT ORDER

AND NOW, this 17th day of December 2009, it is hereby agreed between Plaintiff Yodle, Inc. ("Yodle") and Defendants Ronald Pousson ("Pousson"), Frank Norris ("Norris"), Daniel Mousetis ("Mousetis"), and Christopher Esgro ("Esgro") (collectively, "Defendants") and, upon approval of the Court, ORDERED as follows:

1. The Parties agree to continue the Preliminary Injunction hearing scheduled for Friday, December 18, 2009 at 10:00 AM until a convenient time for the Court during the week of January 5-9, 2010.
2. Between now and the scheduled hearing date on Yodle's Motion for Preliminary Injunction, the Parties shall engage in settlement negotiations aimed at resolving the instant litigation and any related matters.
3. This Consent Order supersedes and replaces the December 16, 2009 Temporary Restraining Order issued by the Court.

4. Pousson, Mousetis and Esgro agree not to engage or assist others in engaging in any business or enterprise, including Local Internet Doctors, Inc., that develops, manufactures, markets, licenses, sells or provides any product or service that competes with any product or service developed, manufactured, marketed, licensed, sold or provided, or planned to be developed, manufactured, marketed, licensed, sold or provided by Yodle, while they were employed by Yodle.

5. Pousson, Mousetis and Esgro agree that they will not, either alone or in active concert or participation with others, divert or take away, or attempt to divert or take away, the business or patronage of any of the clients, customers, or business partners of Yodle.

6. Defendants agree that they will not, either alone or in active concert or participation with others, solicit, induce, or attempt to induce, any employee or independent contractor of Yodle to terminate his or her employment or other engagement with the Company, or hire or engage any such employee or independent contractor.

7. Defendants and any persons in active concert or participation with them, agree not to acquire, solicit, disclose, or use for any purpose, any information and know-how, whether or not in writing, of a private, secret or confidential nature concerning Yodle's business or financial affairs ("Proprietary Information"), whether that Proprietary Information was obtained during the Defendants' employment with Yodle or otherwise. By way of illustration, but not limitation, Proprietary Information may include discoveries, inventions, products, product improvements, product enhancements, processes, methods, developments, plans (including business and marketing plans), research data, clinical data, financial data (including sales costs, profits and

pricing methods), personnel data, computer programs (including software used pursuant to a license agreement), customer, prospect and supplier lists, and contacts at or knowledge of customers or prospective customers of Yodle.

8. Defendants agree not to log into or otherwise access any Yodle computer system, including Yodle Live.

9. Defendants agree not to discard, destroy, alter, erase or tamper with any document or electronic or digital file, or electronic or digital storage device, until all documents and electronic files relating to Yodle are returned or turned over to counsel for Yodle.

10. The Parties agree that this Consent Order shall remain in full force and effect until a decision is rendered by the Court on Yodle's Motion for Preliminary Injunction or such other time as shall be directed by the Court.

11. Any Party may, by motion, seek to alter or modify this Consent Order upon two business days' written notice to all other Parties.

12. The Parties reserve all claims and defenses and nothing contained herein constitutes a waiver, limitation or release of any such claims or defenses.

13. This Consent Order may be executed in counterparts, each of which shall constitute an original, but which taken together shall constitute one and the same instrument.

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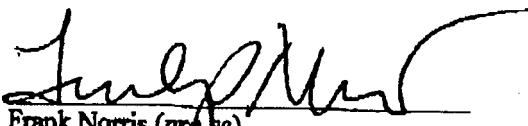
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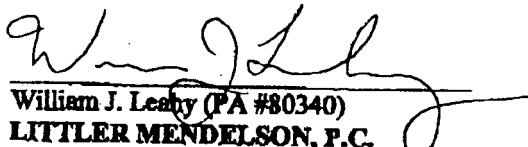
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So Ordered,

T. N. O'Neill
Thomas N. O'Neill, Jr.
Senior United States District Judge

12/18/09